

**Amendment No. 2**  
**Solicitation for Offers (SFO) No. V101-13-0161**  
**COLUMBUS, GEORGIA OUTPATIENT CLINIC**

TO ALL OFFERORS:

November 25, 2014

**1. SFO Part I, Page 3, SECTION 1 SUMMARY, 1.5, OFFER DUE DATE:**

The Offer Due Date is hereby extended to December 19, 2014. Accordingly, SFO 1.5 is deleted in its entirety and replaced with the following:

***"Offers are due by December 19, 2014 and must remain open until award."***

**2. SFO Part I, Page 12, SECTION 3, MISCELLANEOUS:**

Is amended by inserting the following:

***"3.33 OFF-SITE IMPROVEMENTS***

***The cost of off-site improvements will be borne by the Lessor. The Lessor is responsible for determining the cost of off-site improvements prior to lease award, and including the costs of off-site improvements in the proposed rent.***

***The LESSOR, at its own cost, shall perform and complete all off-site work and improvements which may consist of, but are not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments, etc., hereinafter referred to as off-site improvements, and said off-site improvements shall be constructed in accordance with applicable Federal, State, and local laws, regulations, standards, and specifications. Lessor is responsible for obtaining all permits and required approvals, including VA approval, of the off-site improvement plan. Lessor is required to obtain all permits and approvals, prior to commencing work. Lessor is solely responsible for initiating and completing any related hazardous material abatement, remediation, removal, or other environmental cleanup actions related to the off-site work and improvements that may be necessary or required pursuant to Federal, State and local laws, regulations, ordinances, codes or other requirements.***

***"Hazardous materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances***

Amendment No. 2  
Solicitation for Offers (SFO) No. V101-13-0161  
COLUMBUS, GEORGIA OUTPATIENT CLINIC

*Control Act (15 U.S.C. Section 2601 et. seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the state, the county, the city or any other political subdivision in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over Lessor.*

*The Lessor is responsible for proper construction, maintenance, and compliance with all federal, state, and local laws and regulations of all required off-site improvements through the duration of the lease. At completion or termination of the lease, the Lessor, and not the Government, is responsible for any restoration or removal of the off-site improvements, including, but not limited to, the removal of any environmental, safety, and hazardous materials.*

**3.34 DUE DILIGENCE**

*The LESSOR acknowledges its duty to conduct reasonable site inspections for the proposed site. The LESSOR warrants that it has considered all factors which a prudent, experienced bidder customarily uses in making judgments about site conditions, quantity, quality and methods of performing the particular work. The LESSOR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to the conformation and conditions of the ground. The LESSOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the site.*

**3.35 APPLICABLE LAW**

*Any provision in this Lease that purports to assign liability or require expenditure of funds to the Lessor shall be governed by the provisions of the Contract Disputes Act of 1978, 41 USC 601-613, Anti-Deficiency Act, 31 USC 1341, and the Federal Tort Claims Act, 28 USC 2671 et seq."*

**3. SFO Part I, Page 78, SECTION 4, GENERAL DESIGN CRITERIA, 4.3 FIRE PROTECTION, 4.3.3 Occupancy Type:**

Is amended by deleting the clause in its entirety and replacing it with the following:

*"Occupancy classifications are defined in NFPA 101 and as follows:*

**Amendment No. 2**  
**Solicitation for Offers (SFO) No. V101-13-0161**  
**COLUMBUS, GEORGIA OUTPATIENT CLINIC**

*Business, Group B – Ambulatory Care Facility*

4. SFO Part I, Page 85, SECTION 4, GENERAL DESIGN CRITERIA, 4.8 SUSTAINABLE DESIGN AND ENERGY EFFICIENCY, 4.8.1 LEED® Silver for Healthcare Certification:

Is amended by deleting the following:

*"The latest version of LEED® available shall be used."*

5. SFO Part I, Page 101, SECTION 5 SITE DESIGN CRITERIA, 5.2 SITE DEVELOPMENT, 5.2.9 PARKING FACILITIES:

Is amended by adding the following after the 1<sup>st</sup> sentence of the clause:

*"Of the required 290 spaces, 150 shall be employee parking and 140 shall be patient/visitor parking."*

6. SFO PART III SCHEDULE B – SPECIAL REQUIREMENTS, PART A:

Is amended by deleting SCHEDULE B PART A in its entirety and replacing it with Amendment No. 2 PART III SCHEDULE B PART A attached hereto.

7. SFO PART VI SCHEDULE E – ROOM FINISH, DOOR & HARDWARE:

Is amended by deleting the schedule in its entirety and replacing it with Amendment No. 2 PART VI SCHEDULE E – ROOM FINISH, DOOR & HARDWARE attached hereto.

8. SFO PART IX CONCEPTUAL PLANS:

Is amended by deleting PART IX CONCEPTUAL PLANS its entirety and replacing it with Amendment No. 2 PART IX CONCEPTUAL PLANS attached hereto.

**END OF ADDENDUM**

Signed November 24, 2013

  
Tammiko Newell  
Contracting Officer

Lessor \_\_\_\_\_

Gov't 